

**IN THE UNITED STATES DISTRICT COURT
IN THE WESTERN DISTRICT OF WISCONSIN**

JOSHUA ADAM SCHULTZ

Plaintiff,

v.

TRANS UNION, LLC, et al.

Defendants.

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) **Civil Action No. 14-0261**
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JOINT RULE 26 PLAN

Pursuant to Rule 26(f) of the Federal Rules of Civil Procedure, counsel for Joshua Adam Schultz (“Plaintiff”), Defendant Equifax Information Services LLC (“Equifax”) and Defendant Great Lakes Higher Education Corporation (“Great Lakes”) have conferred and submit the following Proposed Discovery Plan:

I. NATURE OF CASE:

Plaintiff:

This is a consumer protection action brought by an individual consumer against Defendants Equifax and Great Lakes alleging violations of the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. §§ 1681, *et seq.* and the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. §§ 227, *et seq.* (as to Defendant Great Lakes only).

Plaintiff alleges that Defendant Equifax has violated the FCRA by failing to follow reasonable procedures to assure maximum possible accuracy in connection with the preparation and sale of Plaintiff’s credit report. Specifically, Defendant Equifax has been including information on Plaintiff’s credit reports with that of another individual including an account with Great Lakes. Plaintiff further alleges that Equifax and Great Lakes failed to conduct reasonable investigations or reinvestigations of the disputes waged by Plaintiff requesting that the Great Lakes account be removed from his credit file in violation of FCRA section 1681i (Equifax) and section 1681s-2(b) (Great Lakes). Plaintiff further alleges that Defendant Great Lakes has violated the TCPA by initiating multiple calls to Plaintiff’s cellular telephone line using an automated dialing system and/or artificial and/or prerecorded voices to deliver messages without express consent of Plaintiff.

With respect to damages, Plaintiff claims actual damages for the resulting damage to credit reputation, time spent disputing, emotional distress, mental anguish and embarrassment. Plaintiff further seeks statutory damages under the TCPA and FCRA. Plaintiff also seeks punitive damages as well as his attorney's fees and costs under the mandatory fee-shifting provisions of the FCRA.

Equifax:

Defendant Equifax Information Services LLC ("Equifax") is a consumer reporting agency as defined by the FCRA. Equifax denies Plaintiff's claims and denies that it violated the FCRA. Equifax maintains reasonable procedures to assure maximum possible accuracy in its credit reports and conducted a reinvestigation in compliance with the FCRA. Equifax denies that it caused any damage to Plaintiff and denies that Plaintiff is entitled to any of the relief sought in her Complaint, including punitive damages.

Great Lakes:

Great Lakes maintains that neither it nor the entities Plaintiff intends to substitute as defendants—Great Lakes Higher Education Guaranty Corporation and Great Lakes Educational Loan Services, Inc.—violated the FCRA or the TCPA or is liable to Plaintiff. Great Lakes does not have any direct involvement with student loan accounts, and in particular, does not engage in credit reporting or call borrowers related to the servicing, guaranteeing, or other administering of student loans. Both Great Lakes Higher Education Guaranty Corporation and Great Lakes Educational Loan Services, Inc. have and follow policies and procedures to ensure compliance with the FCRA and TCPA. Great Lakes anticipates that whatever entities Plaintiff ultimately names as defendants will seek costs and attorneys' fees to the extent legally permissible.

II. RELATED CASES:

None.

III. STATEMENT OF THE MATERIAL FACTUAL AND LEGAL ISSUES:

Whether Equifax either negligently or willfully violated the 15 U.S.C. § 1681e(b), which requires a consumer credit reporting agency to maintain reasonable procedures to ensure the maximum possible accuracy of the information reported.

Whether Equifax either negligently or willfully violated the 15 U.S.C. § 1681i by failing to "conduct a reasonable reinvestigation" in connection with Plaintiff's dispute to Equifax regarding the accuracy of the Great Lakes account.

Whether Great Lakes either negligently or willfully violated the 15 U.S.C. § 1681s-2(b) by failing to "conduct a reasonable reinvestigation" in connection with Plaintiff's dispute to Experian

Equifax regarding the accuracy of the Great Lakes account.

Whether Great Lakes violated the 47 U.S.C. §§ 227(b)(1)(A)(3) by initiating calls to Plaintiff's cellular telephone line using an automated telephone dialing system and/or artificial and or prerecorded voices to deliver messages without express consent of Plaintiff.

IV. AMENDMENTS TO PLEADINGS:

Plaintiff intends to amend the pleadings to name Great Lakes Education Loan Services, Inc. and Great Lakes Higher Education Guaranty Corporation as defendants in place of Great Lakes Higher Education Corporation Plaintiff requests permission to file an amended complaint within 14 days.

V. NEW PARTIES:

See above.

VI. INITIAL DISCLOSURES

The parties agree to exchange initial disclosures on or before May 22, 2014.

VII. DISCOVERY

The Parties anticipate conducting discovery on Defendants' liability with respect to the material issues set forth above. The Parties agree to abide by the limitations on discovery set forth in the Federal Rules of Civil Procedure. The Parties propose the following discovery schedule:

Discovery End Date: **September 5, 2014**

Affirmative Expert Reports: **October 3, 2014**

Rebuttal Expert Reports: **November 3, 2014**

Expert Discovery End Date: **November 17, 2014**

Dispositive Motions Due: **December 17, 2014**

VIII. TRIAL LENGTH:

2-3 days.

IX. OTHER MATTERS:

None.

Respectfully Submitted,

FRANCIS & MAILMAN, P.C.

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